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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 MATCONUSA LP,

11 Plaintiff,

12 v.

13 HOUSTON CASUALTY
14 COMPANY, et al.,

15 Defendants.

CASE NO. C19-1952JLR

CORRESPONDENCE

Ashleigh Drecktrah

From: Ashleigh Drecktrah
Sent: Tuesday, October 4, 2022 9:10 AM
To: Thom Williams
Cc: Greg Harper; Nicole Johnsen; Sam Colito; Tom Lether; Kasie Kashimoto; Neal Philip; Kyle Silk-Eglit; Caroline Mundy; Jessica Bowman
Subject: RE: C19-1952JLR, MatconUSA LP v. Houston Casualty Company, et al.

Good morning counsel,

The court will not strike pleadings at the request of one party. If you want to strike a pleading, you must file a motion to bring your request formally before the court.

Best,
Ashleigh

Ashleigh Drecktrah
Courtroom Deputy to the Hon. James L. Robart and Hon. John H. Chun
United States District Court, Western District of Washington
206-370-8520
Ashleigh_Drecktrah@wawd.uscourts.gov

From: Thom Williams <twilliams@harperhayes.com>
Sent: Monday, October 3, 2022 3:05 PM
To: Ashleigh Drecktrah <Ashleigh_Drecktrah@wawd.uscourts.gov>
Cc: Greg Harper <greg@harperhayes.com>; Nicole Johnsen <njohnsen@harperhayes.com>; Sam Colito <scolito@letherlaw.com>; Tom Lether <tlether@letherlaw.com>; Kasie Kashimoto <Kkashimoto@letherlaw.com>; Neal Philip <nphilip@grsm.com>; Kyle Silk-Eglit <ksilkeglit@grsm.com>; Caroline Mundy <cmundy@grsm.com>; Jessica Bowman <jbowman@letherlaw.com>
Subject: C19-1952JLR, MatconUSA LP v. Houston Casualty Company, et al.

CAUTION - EXTERNAL:

Dear Ms. Drecktrah:

On July 28, 2022, counsel for Defendant Crum & Forster Specialty Insurance Company filed—with Plaintiff MatconUSA LP’s approval—a Notice of Partial Settlement. *See Dkt. 143*. Since then, it has become apparent that Matcon and Crum & Forster have not settled the claims between them because there was never a meeting of the minds. Namely, though Crum & Forster agreed to pay a certain sum to “settle all claims as between Matcon and [Crum],” Crum & Forster later disclosed that it intended to charge Matcon a policy deductible on the settlement amount even though the parties did not negotiate such a deductible payment.

Because of this circumstance, Matcon twice asked Crum’s counsel to notify the Court of the lack of settlement and, consistent with that, to withdraw the Notice of Partial Settlement it had filed. Crum & Forster did not respond to either of Matcon’s requests.

Matcon believes it is necessary to bring these unfortunate facts to the Court's attention because there has been no meeting of the minds as between Matcon and Crum & Forster, and thus no settlement. Matcon therefore asks that the Court vacate the Notice of Partial Settlement filed by Defendant Crum & Forster (*Dkt. 143*), as well as the related Minute Order (*Dkt. 144*).

Matcon thanks the Court for its attention to this matter.

Thom Williams

Thomas M. Williams

Attorney

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